



COPY OF PAPERS
ORIGINALLY FILED

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

Applicant(s):	Babbrah, Bobby	Atty. Docket No.:	32643.3550
Serial No.:	09/955,743		
Filed:	September 17, 2001	Group Art Unit:	tbd
Title:	Methods and Apparatus for a Distributed Enterprise Portal Architecture	Examiner:	tbd

**PETITION TO ACCEPT OATH/DECLARATION ON BEHALF OF INVENTOR WHO
REFUSES TO SIGN FILED IN ACCORDANCE WITH 37 C.F.R. § 1.47**

Assistant Commissioner for Patents
Box **MISSING PARTS**
Washington, D.C. 20231

RECEIVED
APR 17 2002
OFFICE OF PETITIONS

Dear Sir:


Petitioner hereby petitions the Commissioner to accept the enclosed declaration under 37 C.F.R. 1.47(b). The sole inventor refuses to execute the oath or declaration in the captioned patent application. Accordingly, a party with a demonstrated proprietary interest in this application (i.e., Infoimage, Inc.) is perfecting this application on behalf of and as agent for the inventor. Accordingly, please find the following attached exhibits:

- A. The oath or declaration required by 37 C.F.R. §1.63 and §1.64 executed by the 37 C.F.R. §1.47(b) applicant;
- B. A statement by the 37 C.F.R. §1.47(b) applicant stating its relationship to the inventor as required by 37 C.F.R. §1.64;
- C. Proof that the inventor refuses to execute the application papers;

- D. A statement of the last known address of the inventor;
- E. Prima facie proof that the inventor has agreed in writing to assign the invention to the 37 C.F.R. §1.47(b) applicant and/or that the 37 C.F.R. §1.47(b) applicant otherwise has a proprietary interest in the subject matter of the application; and
- F. Proof that the filing of the application is necessary to preserve the rights of the parties.

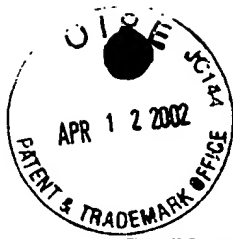
Respectfully submitted,

Date 4/1/02

By 
Daniel R. Pote
Reg. No. 43,011

SNELL & WILMER, L.L.P.
One Arizona Center
400 East Van Buren
Phoenix, Arizona 85004-2202
(602) 382-6325

Exhibit A. Oath or declaration required by 37 CFR 1.63 and 1.64



InfoImage
Confidential Information, Non-disclosure Agreement

This agreement is made and entered into this 13 day of November, 1998, by and between SHUPINDER BABBAR ("Employee") and InfoImage, Inc. an Arizona corporation (Employer").

1. **Recitals.** Employer is engaged in a highly specialized business of workgroup computing, software consulting, messaging and all manner of activity related thereto. Employee is employed by Employer. Employee's employment is of a confidential nature involving duties and access to information that require Employer's highest trust and confidence in Employee.

Therefore, in consideration of the receipt by Employee of the compensation paid or to be paid to Employee, any additional training Employee will receive, and the promises and covenants contained herein, the parties agree as follows:

2. **Improvements and Inventions.**

(a) **Notification and Disclosure.** Employee will promptly and fully disclose to Employer in writing, whether or not requested by Employer, any and all ideas, improvements, discoveries, inventions, trademarks, proprietary information, know-how, processes or other developments or improvements (collectively, the "Inventions"), whether or not Employee believes them to be patentable, which relate to the business of Employer now or hereafter engaged in, that Employee conceives or first actually reduces to a plan, practice or device, either individually or jointly with others, during the term of Employee's employment with Employer, or within the period ending six (6) months after the termination thereof, and which relate to the business of Employer now or hereafter engaged in, resulting from or arising out of Employee's use of Employer's equipment, supplies, facilities or trade secret information or which result from any work performed by Employee in his or her capacity as an employee of Employer, whether conceived or developed during Employer's business hours or otherwise. Employee will keep current, accurate and complete records of all Inventions, which records will belong to Employer and at all times be kept and stored on Employer's premises.

(b) **Ownership and Patenting of Inventions.** The Inventions will be the sole and exclusive property of Employer. During the term of Employee's employment by Employer and at any time thereafter, Employee, at any time upon the request of Employer, will execute and deliver an assignment or assignments of any and all applications, plans, devices, and other uses relating to the Inventions that Employer deems necessary or convenient in order to apply for, obtain or maintain Letters Patent of the United States, and any other foreign countries, for the Inventions and in order to assign and convey to Employer or its nominee the sole and exclusive right, title, and interest in and to the Inventions. Employee will provide any and all aid and assistance deemed necessary by Employer to protect Employer's interest in the Inventions in respect of any disputes arising out of any unauthorized use or infringement of the Inventions or any Letters Patent issued in relation thereto.

3. **Confidential Information**

(a) **Nondisclosure.** Employee recognizes that Employer is engaged in a highly competitive business, the success of which is dependent upon confidential and proprietary information. Employee agrees that Employee will maintain in strict secrecy and confidence all confidential, proprietary or other information relating to the business of Employer, or the Employers

customers, which information is obtained by or comes into the knowledge or possession of Employee during the period of Employee's employment. Furthermore, Employee will not, unless first authorized in writing by Employer, disclose to any person, firm or other entity, or use for Employee's own benefit or for the benefit of any person, firm or other entity, at any time, either during or subsequent to the term of Employee's employment, any confidential information, except as required in the performance of Employee's duties on behalf of Employer. For purposes of this Agreement, confidential information will include, but is not limited to, any trade secrets, knowledge or information with respect to processes, formula, techniques, programming code, InfoImage commercial software products, procedures or know-how unique to Employer, or to which Employer has been given access in confidence by a third party pursuant to any agreement with that third party, including any business methods or forms, the names of any of Employer's customers or vendors, the prices Employer obtains or has obtained or at which Employer sells or has sold Employer's products or at which Employer has bought materials, components or other supplies, or any other information of, about or concerning the business of Employer, Employer's relations with employees, including salaries, job classifications, skill levels, and Employer's matter of operation, Employer's inventions, Employer's plans or any data of any kind, nature or description. Employee understands and agrees that all confidential information is important, material and confidential and gravely affects the effective and successful conduct of the business of Employer and Employer's goodwill, and that any breach of the terms of this paragraph 3(a) is a material breach hereof.

(b) **Return of Material.** Upon the termination of Employee's employment with Employer, for any reason, Employee will deliver promptly to Employer, all manuals, memoranda, specifications, financial data, client information, and all other written, electronic, or printed materials (and any copies of them) that are the property of Employer, or with which Employer has been entrusted in confidence by a third party pursuant to any agreement with that third party, and all other materials that may contain confidential information relating to the business of Employer that Employee may have in Employee's possession or control, whether or not prepared by or for Employee. Upon the termination of Employee's employment with Employer, for any reason, Employee will promptly deliver to Employer all keys, supplies, documents, equipment, software code libraries, and InfoImage software products belonging to Employer that Employee may have in Employee's possession or control.

4. **Nonsolicitation.**

(a) **Nonsolicitation of Customers.** During the term of Employee's employment and for a period of six (6) months after leaving Employer, Employee will not attempt to solicit business for a substantially similar product or service in any departmental unit of an organization in which Employer or Employee provided products or services or submitted a written proposal for products or services during the 6 month period prior to Employee leaving Employer.

(b) **Nonsolicitation of Employees.** During the term of Employee's employment and for a period ending six (6) months thereafter, Employee will not, in any business or for any purpose, solicit for employment or cause others to solicit for employment any person who, on the date Employee's employment with Employer terminates, was employed by Employer and is employed by Employer at the time of solicitation.

5. Reimbursement of Tuition.

(a) **Tuition.** While Employee is employed by Employer, Employer may pay Tuition for continuing education of Empl yee. This Tuition may include, but is not limited to any technical/computer schools/seminars or any other classes that Employee attends that are paid for by Employer. For classes held by Employer, Tuition will be the then current price charged to VARs, currently \$900/week + courseware. For classes not held by Employer, Tuition is the total amount paid to the outside firm for class attendance by Employee.

(b) **Reimbursement.** Employee must reimburse Employer for a pro-rated portion of Tuition, if Employee terminates his or her employment, for any reason, within twelve (12) months from the date of the class or seminar. The pro-rated reimbursement amount shall be the Total Tuition Amount times one twelfth (1/12) times number of months from the termination date until the date one year after the end of the class. For example, if Employee attended a class that cost \$1,200, and Employee terminates his or her employment seven (7) months later, Employee would be obligated to repay Employer \$500 of the tuition amount ($\$1,200 \times 1/12 \times 5 = \500).

6. General and Miscellaneous.

(a) **Unique Nature of Agreement.** Employee acknowledges that the rights conveyed by this Agreement to Employer are of unique and special nature and that the remedy at law would be inadequate and that Employer will be entitled to an injunction restraining any breach by Employee, without the necessity of posting bond therefor, in addition to any other remedy provided by law.

(b) **Attorney Fee.** If any legal action relating to this agreement arises, the prevailing party shall be entitled to recover all costs, expenses, and reasonable attorney's fees incurred because of the legal action.

(c) **Entire Agreement; Amendment.** This Agreement contains the entire agreement and understanding between the parties hereto with respect to the subject mater hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing singed by each of the parties hereto.

(d) **Binding Nature and Agreement.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

(e) **Duration.** This agreement is considered by both parties to be a binding contract and shall remain in effect indefinitely, even if Employee's employment with Employer terminates.

(f) **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Arizona, notwithstanding any Arizona or other conflict of laws provisions to the contrary.

(g) **Severability.** Each and every provision set forth in this Agreement is independent and severable from the other, and no restrictions will be rendered unenforceable by virtue of the fact that, for any reason, any other or others of them may be unenforceable in whole or in part. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision will be appropriately limited and given effect to the maximum extent provided by applicable law.

BOTH PARTIES HERETO HAVE READ THIS ENTIRE AGREEMENT CAREFULLY AND FULLY UNDERSTAND THE LIMITATIONS THAT THIS AGREEMENT IMPOSES UPON THEM AND ACKNOWLEDGE AND AGREE THAT THOSE LIMITATIONS ARE REASONABLE.

EMPLOYER:

InfoImage, Inc.
an Arizona Corporation

By: W. Lynn Felt

Human Resource Admin.
Title

EMPLOYEE:

Spina Lu
Signature

1082 W GILTON DR
Street

TEMPE, AZ 85283
City, State, Zip

Last edit 03/09/98 RWE



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IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

Section 1.47(b) Infoimage, Inc.

Atty Docket No.: 32643.3550

Applicant(s):

Inventor: Bobby Babbrah

Serial No.: 09/955,743

Group Art Unit: TBA

Filed: September 17, 2001

Examiner: TBA

TITLE: Methods and Apparatus for a
Distributed Enterprise Portal
Architecture

**DECLARATION FOR PATENT APPLICATION
UNDER 37 C.F.R. 1.63, 1.64, and 1.47(b)**


Upon information and belief, I hereby declare that:

The non-signing inventor, Bobby Babbrah, having the residence, post office address, and citizenship as stated below, is the original and first inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled METHODS AND APARATUS FOR A DISTRIBUTED ENTERPRISE PORTAL ACHITECTURE, filed on September 17, 2001 as Application Serial No. 09/955,743. I hereby claim the benefit under 35 U.S.C. § 119(e) of United States provisional application S/N 60/233,073, filed September 15, 2000.

Infoimage Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona. The inventor, Bobby Babbrah, was previously an employee of Infoimage Inc. I am currently the Chief Technology Officer of Infoimage, Inc.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendments. I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


Steve Aninye
Chief Technology Officer,
for 1.47(b) applicant, Infoimage, Inc.

03.27.2002
Date

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I hereby authorize Steve Aninye to sign the above declaration on behalf of Infoimage, Inc.


Jannie P. Knapp

Vice President of Finance and
Chief Financial Officer,
for 1.47(b) applicant Infoimage, Inc.

3/27/02
Date

Full name of non-signing inventor: Bobby Babbrah

Residence: 1082 West Chilton Drive City: Tempe

State/Country: AZ

Citizenship: U.S.

Post Office Address/Zip Code: 1082 West Chilton Drive, Tempe, AZ 85283

Exhibit B

Statement by 37 C.F.R 1.47(b) applicant stating inventor relationship

Pursuant to 37 CFR 1.64, the 37 C.F.R. 1.47(b) applicant states that Infoimage Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Arizona. The inventor, Bobby Babbrah, was an employee of Infoimage Inc. from approximately 12/23/93 to 7/31/01.

INFOIMAGE, INC.

Date: 3/27/02


By: 
Jamie P. Knapp
Vice President of Finance and
Chief Financial Officer


Exhibit C

STATEMENT REGARDING INVENTOR'S REFUSAL TO EXECUTE APPLICATION

I, Daniel R. Pote, hereby affirm that to the best of my personal knowledge:

1. I am an attorney in the law firm of Snell & Wilmer LLP. Snell & Wilmer represents Infoimage, Inc, with respect to, *inter alia*, certain intellectual property matters, and I have personally provided legal counsel to Infoimage with respect to many of their intellectual property issues.
2. Snell & Wilmer was retained by Infoimage to prepare a patent application for a federated portal architecture, namely the invention described in Application Serial No. 09/955,743, filed September 17, 2001, and based on and claiming priority from U.S. Provisional Application Serial No 60/233,073, filed September 15, 2000. While preparing that application, we determined that the primary inventor of the relevant technology is Bobby Babbrah. It is our understanding that Mr. Babbrah was an employee of Infoimage during the time that the invention was conceived, but was no longer employed by Infoimage when the utility patent application was filed.
3. The present utility patent application, S/N 09/955,743, was timely filed September 17, 2001. To expedite filing, the utility patent application was filed without an oath or declaration, prompting the USPTO to issue the standard Notice to File Missing Parts on October 31, 2001.
4. On March 12, 2002, I forwarded the application, figures, declaration, and assignment to Mr. Babbrah in an e-mail (see attached e-mail #1 and unsigned declaration sent to Mr. Babbrah in that e-mail). I then confirmed that Mr. Babbrah had received the documents (via e-mail and phone discussions). On March 18, 2002 I telephoned Mr. Babbrah to inquire as to the status of the documents. At that time he indicated to me that he would not review the documents unless he could be compensated. I then sent an e-mail to Mr. Babbrah on March 18, 2002 confirming our phone discussion (see attached e-mail #2). His response of March 18, 2002 (see attached e-mail #3) confirmed that this was his position.
5. Based on the foregoing, the conduct of Mr. Babbrah constitutes a refusal to execute the application papers.

DATED this 31 day of March, 2002.


Daniel R. Pote, Esq.
Reg. No. 43,011

Pote, Dan

From: Pote, Dan
Sent: Tuesday, March 12, 2002 11:27 AM
To: 'bobby_babbrah@sirajsystems.com'
Cc: 'jknapp@infoimage.com'
Subject: Patent Application: Infoimage 3550

Bobby:

Per our conversation regarding completion of the formal documents for the 3550 patent matter, I've attached four documents for your review. At your earliest convenience, please do the following: review the application (ii3550.doc and 32643-3550.pdf), sign, date, and fill in your address information for the declaration (ii3550dec.doc), sign, date, and fill in your address information in the assignment document (ii3550asn.doc), then fax the signed declaration and assignment to me at 602/382-6070.

Thanks,

- Dan

e-mail #1

Pote, Dan

From: Pote, Dan
Sent: Monday, March 18, 2002 10:55 AM
T : 'bbabbrah@cox.net'
Cc: 'jknapp@infoimage.com'

Bobby:

Just to confirm our telephone conversation earlier today: it is your opinion that it will take you a few hours or more to review the 3550 patent application document in detail and provide the feedback required (i.e., to conform the application with your understanding of the invention back when the provisional was filed in Sept. '99), and that you are unwilling to do so unless you are reasonably compensated for your time.

If I've mischaracterized your comments, please let me know.

- Dan

e-mail #2

P t , Dan

From: Bobby Babbrah <bbabbrah@cox.net> [EXTERN2.gwia3."bbabbrah@cox.net"] on behalf of EXTERN2.gwia3."bbabbrah@cox.net"
Sent: Monday, March 18, 2002 11:52 AM
To: Pote, Dan
Cc: jknapp@infoimage.com
Subject: Re:



replyAll (2 KB)



Mime.822 (6 KB)

Dan,

Yes, this is accurate. I expect that it will take about 3-4 hours to provide a reasonable sanity check without significantly altering the material and the concepts already in the filing. Let me know how you'd like to proceed. Alternatively, if you want me to sign the application without review I will be glad to do that as well (free of charge).

-bobby-

>
> From: "Pote, Dan" <dpote@swlaw.com>
> Date: 2002/03/18 Mon PM 12:54:49 EST
> To: <bbabbrah@cox.net>
> CC: <jknapp@infoimage.com>

> Bobby:

>
> Just to confirm our telephone conversation earlier today: it is your
> opinion
that it will take you a few hours or more to review the 3550 patent application document in detail and provide the feedback required (i.e., to conform the application with your understanding of the invention back when the provisional was filed in Sept. '99), and that you are unwilling to do so unless you are reasonably compensated for your time.

> If i've mischaracterized your comments, please let me know.

> - Dan

e-mail #3

Exhibit D

Last Known Address of Inventor

The last known address of the inventor is:

Bobby Babbrah

1082 W. Chilton Drive

Tempe, AZ 85283

Exhibit E

Proprietary Interest of Applicant


The following non-disclosure agreement between Infoimage, Inc. and Bhupinder ("Bobby") Babbrah, dated November 13, 1998, constitutes prima facie proof that the inventor has agreed in writing to assign the invention to the 37 CFR 1.47(b) applicant and/or that the 37 CFR 1.47(b) applicant otherwise has a proprietary interest in the subject matter of the application. In particular, please note Section 2(b) of the agreement.

Exhibit F

Granting of Petition Necessary to Preserve Applicant's Rights

I hereby state that acceptance of the present petition is necessary to preserve the rights of Infoimage, Inc. and/or to prevent irreparable damage. The present utility patent application, S/N 09/955,743, was timely filed September 17, 2001 based on and claiming priority from provisional patent application S/N 60/233,073, filed September 15, 2000. The present utility patent application was filed without an oath or declaration, prompting the USPTO to issue the standard Notice to File Missing Parts on October 31, 2001. If an executed oath or declaration is not submitted in connection with the present section 1.47(b) filing, the present invention will be abandoned, and the rights of Infoimage, Inc in the present invention will not be preserved.

Date: 4/1/02

By: 
Daniel R. Pote, Esq.
Reg. No. 43,011